

Arent, Fox, Kintner, Plotkin & Kahn

Washington Square 1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

3-263A061

RECORDATION NO. 14059-G
Filed 1425

DEC 29 1983 -2 00 PM

INTERSTATE COMMERCE COMMISSION

Scott B. White
(202) 857-6013

DEC 29 1983 -2 00 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 14059-F
Filed 1425

DEC 29 1983 -2 00 PM

INTERSTATE COMMERCE COMMISSION

No.

DEC 29 1983

Fee \$ 2.00.00

ICC Washington, D. C.

December 29, 1983

Secretary, Interstate Commerce
Commission

Washington, D.C. 20423

DEC 29 1983 -2 00 PM

Dear Sir:

INTERSTATE COMMERCE COMMISSION

I enclose for recordation in accordance with 49 U.S.C.
§11303 executed and notarized copies of the following docu-
ments:

1. Three separate Security Agreements, two dated as of
December 12, 1983 and the third dated as of December 28,
1983; and

2. A Lease Agreement dated as of December 28, 1983
(which is also attached as a Schedule to each of the Security
Agreements).

The names and addresses of the parties to the above docu-
ments are as follows:

1. Security Agreement No. 1

Grantors:

PLM Transportation Equipment Partners IV A,
California Limited Partnership, and
PLM Investment Management, Inc.
50 California Street, Suite 3300
San Francisco, California 94111

Attention: James N. Dawe
Vice President and General Counsel

Arent, Fox, Kintner, Plotkin & Kahn

2-263A061

Secretary, Interstate Commerce Commission
December 29, 1983
Page Two

No. DEC 29 1983
Date
Fee \$50.00.....

ICC Washington, D. C.

Secured Party:

Citicorp Industrial Credit, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

Attention: Equipment Finance Division

Equipment Covered:

Eight 5,750 cubic foot covered hopper rail cars
bearing car numbers ERLX 6224 through ERLX 6231.

2. Security Agreement No. 2

Grantors:

PLM Transportation Equipment Partners IV B,
California Limited Partnership, and
PLM Investment Management, Inc.
50 California Street, Suite 3300
San Francisco, California 94111

Attention: James N. Dawe
Vice President and General Counsel

Secured Party:

Citicorp Industrial Credit, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

Attention: Equipment Finance Division

Equipment Covered:

Nine 5,750 cubic foot covered hopper rail cars
bearing car numbers ERLX 6232 through ERLX 6240.

Arent, Fox, Kintner, Plotkin & Kahn

Secretary, Interstate Commerce Commission
December 29, 1983
Page Three

3-263A061

No.

DEC 29 1983

Date

Fee \$ 50.00

ICC Washington, D. C.

3. Security Agreement No. 3:

Grantors:

PLM Transportation Equipment Partners IV C,
California Limited Partnership, and
PLM Investment Management, Inc.
50 California Street, Suite 3300
San Francisco, California 94111

Attention: James N. Dawe
Vice President and General Counsel

Secured Party:

Citicorp Industrial Credit, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

Attention: Equipment Finance Division

Equipment Covered:

Eight 5,750 cubic foot covered hopper rail cars
bearing car numbers ERLX 6241 through ERLX 6248.

4. Lease Agreement

Lessor:

PLM Investment Management, Inc.
50 California Street, 33rd Floor
San Francisco, California 94111

Lessee:

Evans Railcar Leasing Company
The East Tower, Suite 1000
2550 Gulf Road
Rolling Meadows, Illinois 60008

Attention: Mike Wilhelm

Arent, Fox, Kintner, Plotkin & Kahn

Secretary, Interstate Commerce Commission
December 29, 1983
Page Four

No. 3-1634061
Date ... DEC 29 1983
Fee \$... 50.00

ICC Washington, D. C.

Equipment Covered:

25 5,750 cubic foot covered hopper rail cars
bearing car numbers ERLX 6224 through ERLX 6248

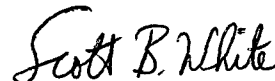
Please note that previous filings have been made with respect to the foregoing railroad cars on June 17, 1983 under recordation number 14059 and on July 14, 1983 under recordation number 14059-A. Other filings have been made under this recordation number through number 14059-D, but filings C and D do not relate to the foregoing railroad cars.

A filing fee of \$200 is enclosed. I would appreciate your filing one counterpart of the foregoing four documents under the provisions of 49 U.S.C. §11303 and stamping the additional four copies of each of the documents I have provided for return to the parties to the transaction. I would also appreciate your returning to me a stamped copy of this transmittal letter, which I have enclosed.

The undersigned certifies that he is acting as special ICC counsel in this transaction, that he reviewed the above-described documents, and that the summary description contained in this transmittal letter is accurate.

Should you have any questions concerning this matter, please do not hesitate to contact me. Thank you for your assistance.

Sincerely yours,



Scott B. White

SBW:sm

Enclosure

RECORDATION NO. 14059 Filed 1425

DEC 29 1983 -2 12 PM

INTERSTATE COMMERCE COMMISSION

LEASE AGREEMENT FOR RAILROAD CARS

This Lease Agreement dated as of the 28th day of December 1983 (the "Agreement"), by and between PLM Investment Management, Inc. ("IMI"), a California corporation and Evans Railcar Leasing Company, an Illinois corporation ("Lessee").

IDENTITY OF LESSOR

IMI is entering into this Agreement for its own account and/or as agent for, and to the extent of, the principals who may own the railroad cars which are to be leased hereunder to Lessee and which cars are described more particularly in the attached Exhibit A (such railroad cars being hereinafter collectively referred to as the "cars" and separately as a "car"). The principals, if any, will, as of the date the cars are delivered hereunder, have entered into management agreements (the "management agreements") with IMI, which authorize IMI to enter into leases on their behalf. (A copy of the form of such management agreements will be made available to Lessee upon request.) IMI and such principals are collectively referred to as "Lessor." Lessor shall, from time to time, provide Lessee with the name of the principals, if any, who own the cars. Once IMI has identified the principals who own the cars to Lessee, IMI shall be released from any obligation under this lease except as agent for such principals.

Accordingly, it is agreed as follows:

Article 1: Lease

Lessor shall furnish and lease to Lessee, and Lessee shall accept, and use, the cars on the terms and conditions set forth herein and in the exhibits attached hereto.

Article 2: Term

The term of this Agreement with respect to each car shall commence upon the delivery of such car to Lessee in the manner set forth in Article 3 and, except as otherwise provided herein, shall terminate on the earlier of the date Lessor is notified of the loss or destruction of such car or, with respect to all cars leased hereunder, at the end of the number of years set forth in Exhibit B from the first day of the calendar month immediately following the month in which the first of the cars leased hereunder is delivered to Lessee; provided, however, that without limiting any other rights Lessor may have against Lessee, if Lessee is responsible for such loss or destruction of a car under Section 9.4, this Agreement with respect to such car shall continue until Lessee pays to Lessor the AAR Settlement Value of such car as determined immediately prior to such loss or destruction. Notwithstanding the expiration or termination of this Agreement, the obligations of the Lessee hereunder shall continue in effect with respect to each car until each such car is returned to the possession of Lessor in accordance with Article 14 or settlement is made for such car in accordance with Section 9.4.

edges that an investment tax credit with respect to the cars would not be allowable in the taxable year claimed, or an investment tax credit previously claimed with respect to the cars would be recaptured, if the cars were to be used predominantly outside the United States within the meaning of Section 48(a)(2)(A) of the Code and therefore agrees to use each car so that the investment tax credit as permitted by Section 38 of the Code (or any amendment thereof or successor legislation) may be claimed with respect to each car (and not be recaptured), but in no event to use each car outside the boundaries of the continental United States unless permitted by Exhibit A, and if so permitted, for no more than the period allowable as set forth in Exhibit A.

Lessee shall be required to pay to Lessor (each principal, for this purpose, being treated as a separate Lessor) an amount which, after deduction of all taxes required to be paid by such Lessor in respect of all amounts payable by Lessee to Lessor hereunder, under the laws of any federal, state, or local government or taxing authority, shall be equal to all or such portion of the Investment Tax Credit disallowed or recaptured by or from Lessor as a direct or indirect result of Lessee's violation of this Section.

8.4 Sublease

Lessee shall not transfer or assign the cars or its interests and obligations hereunder, nor shall a transfer or assignment by operation of law or otherwise of Lessee's interest in the cars or this Lease be effective against Lessor, without Lessor's prior written consent, which consent shall not be unreasonably withheld; provided, however, that notwithstanding the foregoing, Lessee shall have the absolute right to sublet the cars to such sublessees as Lessee may deem appropriate in its sole discretion, and no consent of Lessor thereto shall be required, provided that no sublessee shall be permitted to use the cars in such manner as to cause the loss or recapture of the investment tax credit under the Internal Revenue Code. No sublease of the cars shall relieve Lessee from any of its obligations to Lessor hereunder.

8.5 Use of Cars on Certain Roads Under AAR Circular OT-5 Series

Upon the written request of Lessee (which request shall name the railroads involved) Lessor shall use reasonable efforts to obtain from each named railroad with respect to the cars Authority to Place Privately Owned Freight Cars (other than tanks) in service under the Provisions of AAR Circular OT-5 Series as promulgated by the AAR and all supplements thereto and reissues thereof (such authority hereinafter called the "consent(s)"). Lessee shall furnish to Lessor such information as is necessary to apply for and obtain such consents. Lessor, however, shall not be liable for failure to obtain such consents for any reason whatsoever and this Agreement shall remain in full force and effect notwithstanding any such failure.

Article 9: Maintenance and Repairs

9.1 Maintenance Responsibility

Except as otherwise provided in this Agreement, Lessor shall, at its expense, perform or arrange and pay for the performance of maintenance and repair services on the cars made necessary by normal wear and tear and necessary to keep the cars in good condition and repair according to the Interchange Rules. Lessee shall, at its expense, maintain any special interior linings and the items, if any, set forth in Item V of Exhibit A, in good condition and repair.

9.2 Repairs to Cars Unfit for Service

Lessee shall promptly notify Lessor if a car becomes unfit for service for any reason other than the loss or destruction of such car and Lessee, at its expense, shall promptly deliver the cars to a shop designated by Lessor; and Lessor, if responsible for such repairs, shall have a reasonable period of time to repair and return such car to service or replace such car with another like railroad car.

9.2.1 Lessor Responsibility

If this Agreement places responsibility for such repairs on Lessor, rental charges for such car or cars shall abate from the date of arrival of car at specified repair facility, and until it is repaired and Lessee is notified such car is ready for shipment from such repair facility.

9.2.2 Omitted

9.2.3 Railroad Responsibility

If Section 9.4 places responsibility on the railroad subscribing to the Interchange Rules for damage, rental charges for such Car or Cars shall abate from and after a period of five (5) days from the date Lessor receives notification that such Car needs repair and until it is repaired and forwarded from the repair facility.

9.3 Alterations

Lessee shall not alter the physical structure of any of the cars without the prior written consent of Lessor.

9.4 Responsibility for Lost, Destroyed or Damaged Car

Lessee shall be responsible for and shall indemnify Lessor and hold Lessor harmless and does hereby release Lessor from (as provided in Article 10) the loss or destruction of, or damage to, the cars or any parts thereof, during the term; provided, however, Lessee shall not be responsible to the extent the then-prevailing Interchange Rules places responsibility upon a railroad subscribing to the Interchange Rules; and provided, further, that Lessee shall not be responsible if such loss, destruction or damage to the cars or parts thereof was caused by the sole active negligence or willful misconduct of Lessor.

Notwithstanding anything contained herein to the contrary, Lessee shall be responsible for and shall indemnify Lessor and hold Lessor harmless and does hereby release Lessor from (as provided in Article 10) the loss or destruction of, or damage to, a car or any part thereof during the term of this Agreement which shall (i) be occasioned by the misuse or negligence of Lessee, its consignee, agent or sublessee, (ii) occur while such car is on the tracks of Lessee or any private siding or track, or at the loading or unloading facility of Lessee or its consignee, agent or sublessee, or on the track of any railroad that does not subscribe to the Interchange Rules or any private or industrial railroad or (iii) be caused by any commodity which may be transported or stored in or on such car.

Lessee shall notify Lessor of the loss or destruction of any of the cars within five (5) days after Lessee has received notice of such event. The amount of loss resulting from the loss or destruction of a car shall be measured by its AAR Settlement Value as determined immediately prior to the time of such loss or destruction whatsoever, even though the same may have resulted from Lessor's concurrent negligence with Lessee or

any third party, whether active or passive. In all cases to which this indemnity applies, Lessee's obligation shall be to indemnify Lessor for the full amount of the Claims involved, and principles of comparative negligence shall not apply.

Article 10: Indemnification by Lessee

10.1 Damages, Losses and Injuries Due to Operation of the Cars

Lessee shall defend, indemnify and hold Lessor harmless from and against and does hereby release Lessor from, all claims, suits, liabilities, losses, damages, costs and expenses, including attorney's fees, (collectively referred to as "Claims") in any way arising out of or resulting from the storage, use, loss of use or operation of the cars, except that, if Section 9.4 places the responsibility for loss, destruction or damage to the car on Lessor, Lessee shall retain its obligation to indemnify Lessor for all Claims, but shall have no obligation to indemnify Lessor for the loss, damage or destruction of the car.

Lessor and Lessee shall cooperate with and assist each other in any reasonable manner requested, but without affecting their respective obligations under this Article 10 or Article 9, to establish proper claims against parties responsible for the loss or destruction of, or damage to, the cars.

10.2 Losses to and Damages Caused by Commodities

Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the cars, however such loss or damages shall be caused, or shall result, and Lessee shall be responsible for, indemnify Lessor against and hold Lessor harmless and does hereby release Lessor from Claims therefor. In the event any of the cars or parts thereof, including all interior lading protective devices, special interior linings and items, if any, set forth in Item V of Exhibit A, and removable parts, if any, shall become damaged by any commodity loaded therein, Lessee shall be responsible for such damage, and shall indemnify Lessor against and hold Lessor harmless from, any such Claims therefor according to the same terms of indemnification set forth in Section 10.1.

10.3 Loss of Use of Car

Notwithstanding any provision contained herein to the contrary, Lessor shall not be liable to Lessee for Claims which result from the loss of the use of the car for any reason whatsoever.

Article 11: Taxes and Other Charges

11.1 Lessee Responsibility

Except as otherwise hereinafter provided, Lessee shall pay and indemnify and hold Lessor harmless from all

(a) taxes including, without limitation, any taxes (withholding or otherwise) imposed by the United States, Canada or Mexico, or any state or province thereof or any governmental or administrative subdivision thereof, and any sales and/or use taxes, gross receipts, franchise and single business taxes, and

(b) license fees, assessments, charges, fines, levies, imposts, duties, tariffs, customs, switching, and demurrage,

including penalties and interest thereon, levied or imposed by any foreign, federal, state or local government or taxing authority, railroad or other agency upon or with respect to the cars, or Lessor in connection with the cars or this lease.

11.2 Lessor Responsibility

Notwithstanding Section 11.1, Lessee shall not be responsible for and Lessor shall pay (i) personal property taxes imposed upon Lessor by any state of the United States or governmental subdivision thereof as a result of Lessor's ownership of the cars, and (ii) any tax imposed by the United States or any state or governmental subdivision thereof which is measured solely by Lessor's net income, unless such tax is in substitution for or releases Lessee from the payment of any taxes for which Lessee would otherwise be obligated under Section 11.1.

Article 12: Assignment, Transfers, Encumbrances

All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer or otherwise dispose of title to the cars, with or without notice to Lessee. In such event, this Agreement and all rights of Lessee hereunder or those of any person, firm or corporation who claims or who may hereafter claim any rights in this Agreement under or through Lessee, are hereby made subject and subordinate to the terms, covenants and conditions of any chattel mortgage, conditional sale agreement, equipment trust agreement or other agreements or assignments covering the cars heretofore or hereafter created and entered into by Lessor, its successors or assigns, and to all of the rights of any such chattel mortgagee, assignee, trustee or other holder of legal title to or security interest in the cars; provided, however, that so long as Lessee is not in default hereunder and any permitted sublessee is not in default under its sublease. Lessee and any permitted sublessee shall be entitled to use the cars in accordance with the terms and conditions hereof and thereof. Any sublease or assignment of the cars permitted by this Agreement that is entered into by Lessee or its successors or assigns shall contain language which expressly makes such assignment or sublease subject to the subordination contained herein. At the request of Lessor or any chattel mortgagee, assignee, trustee, or other holder of the legal title to or security interest in the cars, Lessee at Lessor's expense shall letter or mark the cars to identify the legal owner of the cars and, if applicable, place on each side of each car, in letters not less than one inch in height, the words "Ownership Subject to a Security Agreement Filed with the Interstate Commerce Commission" or other appropriate words reasonably requested.

Any transfer or assignment of, or grant of a security interest in, this Agreement or any interest herein shall be subject to any such transfer, assignment or grant of a security interest set forth in any previous filing with the Interstate Commerce Commission ("ICC").

Article 13: Default by Lessee

If Lessee defaults in the payment of any sum of money to be paid under this Agreement and such default continues for a period of five (5) days after notice to Lessee of such default; or if Lessee fails to perform any covenant or condition required to be

performed by Lessee which failure shall not be remedied within fifteen (15) days after notice thereof from Lessor to Lessee; or if Lessee shall dissolve, make or commit any act of bankruptcy, or if any proceeding under any bankruptcy, or insolvency statute or any laws relating to relief of debtors is commenced by Lessee, or if any such proceeding is commenced against Lessee and same shall not have been removed within thirty (30) days of the date of the filing thereof, or if a receiver, trustee or liquidator is appointed for Lessee or for all or a substantial part of Lessee's assets with Lessee's consent, or if without Lessee's consent the same shall not have been removed within thirty (30) days of the date of the appointment thereof; or if an order, judgment or decree be entered by a court of competent jurisdiction and continue unpaid and in effect for any period of thirty (30) consecutive days without a stay of execution; or if a writ of attachment or execution is levied on any car and is not discharged within ten (10) days thereafter, Lessor may exercise one or more of the following remedies with respect to the cars:

- (a) Immediately terminate this Agreement and Lessee's rights hereunder;
- (b) Require Lessee to return the cars to Lessor at Lessee's expense, and if Lessee fails to so comply, Lessor may take possession of such car without demand or notice and without court order or legal process;
- (c) Lease the cars to such persons, at such rental and for such period of time as Lessor shall elect. Lessor shall apply the proceeds from such leasing less all cost and expenses incurred in the recovery, repair, storage and renting of such cars, toward the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency, which, at Lessor's option, shall be paid monthly, as suffered, or immediately, or at the end of the term as damages for Lessee's default;
- (d) Bring legal action to recover all rent or other amounts then accrued or thereafter accruing from Lessee to Lessor under any provision hereunder; or
- (e) Pursue any other remedy which Lessor may have.

Each remedy is cumulative and may be enforced separately or concurrently. If Lessee fails to perform any of its obligations hereunder, Lessor, at Lessee's expense, and without waiving any rights it may have against Lessee for such nonperformance, may itself render such performance. Further, Lessee shall reimburse Lessor for all costs and expenses including reasonable attorney's fees expended by Lessor in the enforcement of its rights and remedies hereunder, and Lessee shall pay interest on any amount owing to Lessor from the time such amount becomes due hereunder at a rate per annum equal to three percentage points above the prime rate of the Bank of America NT&SA, such rate to be reduced, however, to the extent it exceeds the maximum rate permitted by applicable law. In addition, Lessee shall, without expense to Lessor, assist Lessor in repossessing the cars and shall, for a reasonable time if required, furnish suitable truckage space for the storage of the cars.

If applicable, Lessor shall be entitled to the remedies of a lessor under Section 1168 of the U.S. Bankruptcy Code.

Article 14: Delivery at End of Term

Lessee shall not redeliver the cars prior to the end of the term without the prior consent of Lessor. Further, Lessee shall not load any car leased hereunder during the

final fifteen (15) days of the term. At the end of the term, Lessee, at its expense, shall deliver each car to Lessor, or to a subsequent lessee, at the point designated by Lessor, empty, free from residue, and in the same good order and clean condition as it was delivered by Lessor to Lessee, ordinary wear and tear and repairs that Lessor is required to make pursuant to Article 9 excepted. Lessee shall, on demand, reimburse Lessor for the expense of cleaning any car that contains residue or such other cost which may be incurred to place a car in the condition described above. If the cars leased hereunder are tank cars, Lessee shall hold Lessor and its affiliates harmless and indemnify it or them for bodily injury, death, or property damage arising out of any misidentification, for whatever reason, by Lessee or any agent or representative of Lessee, the last contents of any car leased hereunder.

In addition to any other indemnity provided herein and any payments to be made to Lessor hereunder, Lessee shall also indemnify and hold Lessor harmless from and against all Claims whatsoever, including those asserted by a subsequent lessee, arising out of, or as a result of, such late delivery or failure to deliver in the condition required.

Article 15: Warranties and Representations

LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER CONCERNING THE CARS. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY CLAIMS CAUSED BY THE CARS OR BY ANY DEFECT THEREIN. During the term of this Agreement and so long as Lessee renders faithful performance of its obligations, Lessor hereby assigns any factory or dealer warranty, whether express or implied, or other legal right Lessor may have against the manufacturer in connection with defects in the cars covered by this Agreement.

Article 16: Status of Lessee

Lessee represents and warrants that, as of the date of this Agreement:

- (a) Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and is either duly qualified to do business and is in good standing in such other jurisdictions in which the business and activities of Lessee require such qualification or its failure to so qualify in such other jurisdiction will not have a material adverse impact on this Agreement.
- (b) Lessee has full corporate power to enter into this Agreement.
- (c) The Agreement had been duly authorized, executed and delivered by Lessee, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
- (d) No approval is required by Lessee from any governmental or public body or authority with respect to the entering into or performance of this Agreement.
- (e) The entering into and performance of this Agreement will not conflict with, or result in a breach of, the terms, conditions or provisions of (i) any law, or any regulation, order, injunction, permit, franchise or decree of any court or governmental instrumentality and (ii) any indenture, agreement or other instrument to which Lessee is party or by which it or any of its property is bound.

(f) Lessee is neither an organization described in Section 48(a)(4) nor a governmental unit described in Section 48(a)(5) of the Internal Revenue Code of 1954, as amended.

Article 17: Right of Inspection

Lessor or its assignee shall have the right, at any reasonable time, and without interfering with Lessee's operations, to inspect the cars, by its authorized representative, wherever they may be located, for the purpose of determining compliance by Lessee with its obligations hereunder. Lessee shall use its best effort to obtain permission, if necessary, for Lessor or its authorized representative to enter upon any premises where the cars may be located.

Article 18: Reports and Notices

18.1 Car Movement

In order to assist Lessor in the collection and crediting of allowances pursuant to Article 7, Lessee shall use its best efforts to report to Lessor the movement of the cars, giving therein the date, destination, routing of and mileage traveled by the cars together with all information which Lessee may receive from railroads or from other sources.

18.2 Notification of Damage or Injury

Lessee shall, after it receives notice thereof, immediately notify Lessor of any accident or malfunction in connection with the operation of the cars, including in such report the time, place and nature of the accident, the damage caused to any property, the names and addresses of persons injured and of witnesses, and other such information as may be pertinent to Lessor's investigation of such accident.

18.3 Notification of Liens

Lessee, within three (3) days after it receives notice thereof, shall notify Lessor of any attachment, lien (including any tax and mechanics' liens), or other judicial process attaches to the cars.

18.4 Report of Location

Within five (5) days after receipt of written demand from Lessor, Lessee shall give Lessor notice of the location of the cars to the best of its ability.

18.5 Addressing of Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered upon actual receipt or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, first class. Such notices shall be delivered to the respective parties hereto by personal delivery thereof or by telegram, telex, telecopier or deposit in the United States mail as certified or registered matter, return receipt requested, postage prepaid, and addressed to the respective parties as set forth in Exhibit B, unless otherwise advised in writing.

Article 19: Compliance With Laws

Lessee shall comply with all governmental laws, rules, regulations, requirements and the Interchange Rules (collectively referred to as the "Rules") with respect to the use and operation of the cars, and if the cars have any interior lading protective devices, special interior linings and items, if any, set forth on Exhibit A, or removable parts, the maintenance of such devices, linings or parts. Except as set forth in the preceding sentence, Lessor shall comply with the Rules with respect to its obligation to maintain the cars under Article 9. Lessor shall further comply with the Rules in the event such Rules require a change or replacement of any equipment or appliance on the cars or in case any additional or other equipment or appliance is required to be installed on the cars (collectively referred to as "Alterations"). If such Alterations are required, Lessor shall have a reasonable period of time to make such Alterations and return such car to Lessee or replace such car with a substituted railroad car of the same type, capacity and condition. Lessee, at its expense, shall deliver the cars to such shop or shops and at such time or times as Lessor shall designate for the purpose of making any Alterations. Rental charges for such car or cars shall abate from and after a period of ten (10) days from the date when such car is so delivered by Lessee to Lessor until it is returned to service or replaced with another railroad car of the same type, capacity and condition. If a car is either altered or substituted in accordance with this Article 19, the rental rate for such a car for each month after such a car is altered or substituted with another railroad car of the same or substantially similar type, capacity and condition shall be determined in accordance with Exhibit B.

Article 20: Administration of Agreement

The parties hereto recognize and acknowledge that IMI may be acting under management agreements as agent for certain principals which shall be identified to Lessee by IMI from time to time. Such principals shall, from time to time, be set forth in Exhibit D to this Agreement. IMI at any time, and from time to time, shall have the right to add principals (and amend or supplement Exhibit D to include such principals) and upon so doing shall notify Lessee; provided, however, that notwithstanding the date of such notification, such principal(s) shall be deemed a Lessor hereunder effective as of the date the cars owned by such principal and managed by IMI are delivered to Lessee. Any amended or supplemented Exhibit D shall, from time to time, be delivered to Lessee. Lessee agrees to cooperate with IMI and any principal for the purpose of complying with any reasonable requirements of any lender, the ICC or the provisions of Article 9 of the Uniform Commercial Code provided such cooperation does not materially affect the rights or liabilities of Lessee hereunder. Except as otherwise provided in Article 12, this Agreement shall be administered by IMI or such other third person or entity as IMI may from time to time identify; provided, however, that any such assignment to such third person or entity shall not be effective against Lessee until Lessee is so notified of such assignment.

Article 21: Miscellaneous

21.1 Entire Agreement

This Agreement, together with any and all exhibits attached hereto, constitutes the entire agreement between Lessor and Lessee and it shall not be amended, altered, varied or changed except by written agreement signed by the parties hereto. This Agreement is intended to cover all rights to indemnity between the parties hereto. No waiver of any provision of this Agreement nor consent to any departure by Lessee

therefrom shall be effective unless the same shall be in writing signed by both parties, and then such waiver of consent shall be effective only in the specific instance and for the purpose for which given. This Agreement may be executed in one or more counterparts.

21.2 Governing Law

This Agreement shall be interpreted under and performance shall be governed by the laws of the State of Illinois.

21.3 Conflict with Interchange Rules

This Agreement shall govern in the event the Interchange Rules conflict with any provision of this Agreement.

21.4 Severability

If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be valid and enforced to the fullest extent permitted by law.

21.5 Headings

The headings that have been used to designate the various Sections and Articles hereof are solely for convenience in reading and ease of reference and shall not be construed in any event or manner as interpretative or limiting the interpretation of the same.

21.6 Survival

All indemnities contained in this Agreement shall survive the termination hereof. In addition, the obligation to pay any deficiency as well as the obligation for any and all other payments by Lessee to Lessor hereunder shall survive the termination of this Agreement.

21.7 Reliance on Lease

Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Agreement as set forth herein, and the immediate need of Cars by Lessee, may have shipped one or more of the Cars to Lessee prior to the formal execution of this Agreement. If this has occurred, this Agreement whether or not executed shall be the agreement between the parties for such Cars and supersedes prior negotiations and correspondence.

(This space intentionally left blank.)

21.8 Assignment of Rights

Except as otherwise provided in Section 8.4 and Article 12, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the date first above written.

PLM INVESTMENT MANAGEMENT, INC.

DATE: 12/20/83

By 

Title President

EVANS RAILCAR LEASING COMPANY

DATE: _____

By _____

Title _____

RMS-F/001

21.8 Assignment of Rights

Except as otherwise provided in Section 8.4 and Article 12, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the date first above written.

PLM INVESTMENT MANAGEMENT, INC.

DATE: _____

By _____

Title _____

EVANS RAILCAR LEASING COMPANY

DATE: December 28, 1983

By William M. Saylor

Title Vice President

RMS-F/001

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, known to me to be the _____ of EVANS RAILCAR LEASING COMPANY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this ____ day of December, 1983.

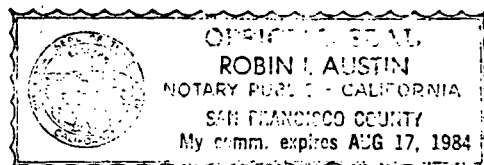
Notary Public

STATE OF _____)
)
COUNTY OF _____) ss.

Before me, the undersigned Notary Public in and for said County and State, personally appeared CHARLES R. KREMER known to me to be the PRESIDENT of PLM INVESTMENT MANAGEMENT, INC., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 28th day of December, 1983.

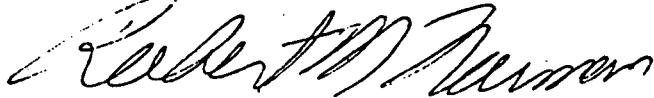
Robin L. Austin
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

Before me, the undersigned Notary Public in and for said County and State, personally appeared WILLIAM M. PEYTON, known to me to be ~~the~~ a Vice President of EVANS RAILCAR LEASING COMPANY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 28th day of December, 1983.



Notary Public



STATE OF _____)
)
COUNTY OF _____) ss.

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, known to me to be the _____ of PLM INVESTMENT MANAGEMENT, INC., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this ____ day of December, 1983.

Notary Public

EXHIBIT A

NUMBER AND DESCRIPTION OF CARS

- I. NUMBER OF CARS:
TWENTY-FIVE (25)
- II. DESCRIPTION OF CARS:
5750 CUBIC FEET COVERED, HOPPER CARS
- III. THE CARS MAY BE USED ONLY FOR THE TRANSPORTATION OF THE FOLLOWING TYPES OF COMMODITIES:
PLASTIC PELLETS OR OTHER NON-TOXIC, NON-CORROSIVE SUBSTANCES
- IV. USE OF CARS OUTSIDE BOUNDARIES OF CONTINENTAL UNITED STATES:
INCIDENTAL OR TEMPORARY USE IN CANADA, BUT NOT TO EXCEED 49% OF ANY CALENDAR YEAR OUTSIDE THE UNITED STATES.
- V. SPECIAL ITEMS:
LININGS
- VI. CAR NUMBERS:
ERLX 6224 THROUGH AND INCLUDING ERLX 6248

EXHIBIT B

DELIVERY; RENTAL RATE; TERM

I. ANTICIPATED DELIVERY PERIOD:

No later than 12/31/83

II. PLACE OF DELIVERY:

F.O.T. Place of Manufacture, Washington, Indiana

III. RENTAL RATE:

\$700 per car per month

IV. TERM:

5 years

V. ADDRESSING OF NOTICES:

Lessee to Lessor

PLM Investment Management, Inc.
50 California Street
33rd Floor
San Francisco, California 94111

Lessor to Lessee

Evans Railcar Leasing Company
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008
Attn: Mike Wilhelm

EXHIBIT C

**CERTIFICATE OF ACCEPTANCE OF
RAILROAD CAR**

This Certificate relates to the railroad cars listed below leased by PLM Investment Management Inc., to Evans Railcar Leasing Company under a Lease Agreement for Railroad Cars dated December ___, 1983 into which this Certificate is incorporated (by Article 4 thereof).

Railroad Car Numbers

Lessee hereby certifies its acceptance of the railroad cars.

Executed: December ___, 1983

Evans Railcar Leasing Company
"Lessee"

By _____

(Title): _____

EXHIBIT D

<u>Name of Principal</u>	<u>Address of Principal</u>	Car Numbers of Cars Owned by Principal
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**CERTIFICATE OF ACCEPTANCE OF
RAILROAD CAR**

This Certificate relates to the railroad cars listed below leased by PLM Investment Management Inc., to Evans Railcar Leasing Company under a Lease Agreement for Railroad Cars dated December ____, 1983 into which this Certificate is incorporated (by Article 4 thereof).

Railroad Car Numbers

Lessee hereby certifies its acceptance of the railroad cars.

Executed: December ____, 1983

Evans Railcar Leasing Company
"Lessee"

By _____

(Title): _____